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6 IN THE UNITED STATES DISTRICT COURT
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8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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10 In re BANK OF NEW YORK MELLON
11 CORPORATION FALSE CLAIMS ACT FOREIGN
EXCHANGE LITIGATION,

12 *Ex rel.* FX ANALYTICS, LOS ANGELES COUNTRY
13 EMPLOYEE RETIREMENT ASSOCIATION, LOS
ANGELES DEPARTMENT OF WATER & POWER
14 RETIREMENT PLAN, SAN DIEGO COUNTY
EMPLOYEES RETIREMENT ASSOCIATION, AND
15 STANISLAUS COUNTY EMPLOYEE RETIREMENT
ASSOCIATION,

16 Plaintiff/Relator/Intervenors,

17 v.

18 THE BANK OF NEW YORK MELLON
19 CORPORATION, BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., and
20 DOES 1 through 100, inclusive,

21 Defendants.
_____ /

No. C 11-05683 WHA

**NOTICE REQUESTING
SUPPLEMENTAL
SUBMISSIONS
RE DEFENDANTS'
MOTION TO DISMISS**

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23 On February 13, defendants moved to dismiss plaintiffs' complaint pursuant to FRCP
24 12(b)(6) and (3). A hearing was held on defendants' motion to dismiss on March 1. Two issues
25 raised in the briefs were not adequately addressed therein or at the hearing. Accordingly,
26 counsel shall provide supplemental briefs of no more than five pages by **NOON ON MARCH 12,**
27 **2012**, limited to the following issues:
28

1 1. Defendants' motion alleges valid and enforceable forum selection
2 clauses contained in defendants' custody agreements with the LACERA,
3 Stanislaus County, and San Diego County funds.

4 (a) Do plaintiffs dispute the existence of valid,
5 enforceable forum selection clauses in the governing agreements?

6 (b) Counsel shall provide authority for why the clauses
7 should or should not be enforced where an action is brought *on*
8 *behalf of* the parties pursuant to the CFCA.

9 (c) Do the parties dispute enforceability of the forum
10 selection clauses over non-CFCA state law claims? If so, counsel
11 shall submit relevant authority to support their respective
12 positions.

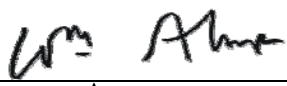
13 2. Defendants' motion further alleges the existence of a mandatory
14 dispute resolution clause in their custody agreement with LACERA.

15 (a) Do plaintiffs dispute the existence of a valid,
16 enforceable, mandatory dispute resolution clause in the governing
17 agreement between LACERA and defendants?

18 (b) Each party shall submit signed affidavits and
19 supporting documents showing what dispute resolution processes,
20 if any, have been employed, and if any of these processes are
21 pending.

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23 **IT IS SO ORDERED.**

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25 Dated: March 6, 2012.

26 
27 WILLIAM ALSUP
28 UNITED STATES DISTRICT JUDGE